WE , the said JOHNNIE JAMES BARTON AND WIFE BESSIE BARTON , do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 1500.00 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear.

further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case WE fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if WE , the said JOHNNIE JAMES BARTON AND WIFE BESSIE BARTON , shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if WE fail to pay any one of said notes or part thereof promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, WE fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once without notice, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south door of the Courthouse in said County to the highest bidder, for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance.

WE agree that the Trustee may, at any time after default in payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. WE further agree that in the event the Trustee fails before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien, as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to JOHNNIE JAMES BARTON AND WIFE BESSIE BARTON representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or if more than one, then the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to E. C. BURRESS Trustee, shall be vested in said successor.

~~Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account of settlement in relation to his trusteeship.~~

In Witness Whereof, ~~We, the~~ said GRACE M. EATON DAY HOME INCORPORATED HAS CAUSED ITS CORPORATE NAME TO BE HEREUNTO SUBSCRIBED BY ITS DULY AUTHORIZED OFFICERS ON THIS THE 2ND DAY OF JUNE 1943. ~~and~~ ~~hereunto set our hands~~ at ~~, Tennessee, this the day of~~ , 19 .

ATTEST:
MRS. E. L. PRICE JR.
SECRETARY

GRACE M. EATON DAY HOME, INCOPORATED
BY MRS. E. T. BROWN, PRESIDENT.

IN WITNESS WHEREOF, WE JOHNNIE JAMES BARTON AND WIFE BESSIE BARTON JOIN HEREIN AND SUBSCRIBE OUR NAMES, THIS THE 2ND DAY OF JUNE 1943.

JOHNNIE JAMES BARTON
BESSIE BARTON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, K. H. MCKEE , a Notary Public in and for said County and State, the within named JOHNNIE JAMES BARTON AND WIFE BESSIE BARTON

the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

~~And~~ , of the said having appeared before me privately and ~~apart from husband , the said~~ , ~~acknowledged the execution of the~~ said instrument to have ~~been done by freely~~, voluntarily, and understandingly, without compulsion or constraint from ~~her~~ said husband , and ~~for the purposes therein expressed.~~

Witness my hand and official seal at Nashville, Tennessee, this 3RD day of JUNE 19 43.

My commission expires APRIL 13, 1944

(Seal) K. H. MCKEE
Notary Public.

STATE OF TENNESSEE,
COUNTY OF DAVIDSON.

PERSONALLY APPEARED BEFORE ME K. H. MCKEE, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, MRS. E. T. BROWN AND MRS. E. L. PRICE, JR. WITH WHOM I AM PERSONALLY ACQUAINTED, AN WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY OF GRACE M. EATON DAY HOME, INCORPORATED, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND SECRETARY BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THEMSELVES AS PRESIDENT AND SECRETARY RESPECTIVELY.

WITNESS MY HAND AND SEAL AT NASHVILLE, TENNESSEE, THIS THE 3RD DAY OF JUNE 1943.

(SEAL) K. H. MCKEE
NOTARY PUBLIC.

MY COMMISSION EXPIRES:
APRIL 13-1944

U.S.R.S. $2.20
RECD JUNE 4, 1943 AT 3:42 P.M.

NUMBER 96605 RECORDED JUNE 5TH, 1943

A.L. HENDERSON, INC., --TO-- ERNEST F. UNDERWOOD, ET UX.

75647 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1274

FOR AND IN CONSIDERATION of the sum of ($5500.00) FIVE THOUSAND FIVE HUNDRED AND NO/100 THOUSAND FIVE / DOLLARS of which ($437.30) FOUR HUNDRED THIRTY SEVEN AND 30/100 DOLLARS has been paid in cash by ERNEST F. UNDERWOOD AND WIFE, CARRIED E. UNDERWOOD, the receipt of which is hereby acknowledged, and for the remainder OF ($5,062.70) FIVE THOUSAND SIXTY TWO AND 70/100 DOLLARS the said ERNEST F. UNDERWOOD AND WIFE CARRIE E. UNDERWOOD, HAVE ASSUMED AND AGREED TO PAY A FIRST MORTGAGE IN THE SUM OF ($4500.00) FORTY FIVE HUNDRED DOLLARS, SECURED BY A DEED OF TRUST TO ROSS V. DUNN, TRUSTEE, WHICH IS OF RECORD IN BOOK 1219, PAGE 185, RODC TENNESSEE; SAID MORTGAGE BEING PAYABLE IN 300 MONTHLY INSTALLMENTS OF TWENTY FIVE AND 2/100 DOLLARS ($25.02) WHICH INCLUDES PRINCIPAL AND INTEREST, THE FIRST PAYMENT BEING DUE JUNE 1, 1943, AND THE LAST PAYMENT , IF NOT SOONER PAID, BEING DUE MAY 1, 1968; AND FOR THE REMAINDER OF FIVE HUNDRED SIXTY TWO AND 70/100 DOLLARS ($562.70) THE SAID ERNEST F. UNDERWOOD AND WIFE, CARRIE E. UNDERWOOD HAVE EXECUTED SIX (6) PROMISORY NOTES OF EVEN DATE HERE WITH PAYABLE TO THE ORDER OF A.L. HENDERSON, INC., THE FIRST FIVE OF SAID NOTES BEING FOR THE PRINCIPAL AMOUNT OF ONE HUNDRED DOLLARS ($100.00) EACH AND THE SIXTH AND LAST NOTE BEING FOR THE PRINCIPAL AMOUNT OF SIXTY TWO AND 70/100 DOLLARS ($62.70; SAID NOTES BEING PAYABLE MONTHLY IN A SERIES THE FIRST BEING DUE AND PAYABLE JUNE 1, 1943, AND ONE ON THE FIRST OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID, SAID NOTES FURTHER PROVIDING THAT IN EVENT DEFAULT IS MADE IN THE PAYMENT OF ANY ONE NOTE ALL REMAINING NOTES , SHALL BECOME DUE AT THE OPTION OF THE HOLDER.

all of said notes bearing ~~six~~ FIVE per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed. A.L. HENDERSON INC. A TENNESSEE CORPORATION WITH OFFICE AND PRINCIPAL PLACE OF BUSINESS AT TRACY CITY TENNESSEE, HAS ~~have~~ this day bargained and sold, and do hereby transfer and convey, unto the said ERNEST F. UNDERWOOD AND WIFE CARRIE E. UNDERWOOD, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 3 OF BLOCK "A" ON THE MAP OF BELMONT TERRACE ANNEX, NO. 4 AS OF RECORD IN BOOK 974, PAGE 97, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 3 FRONTS 65 FEET ON THE NORTH SIDE OF PRIMROSE AVENUE AND RUNS BACK BETWEEN LINE 1 63.3 FEET ON THE EASTERLY LINE AND 163.4 FEET ON THE WESTERLY LINE, TO AN ALLEY, IN THE REAR WHICH IS A BROKEN LINE, ON WHICH IT MEASURES 79.8 FEET.

BEING PART OF THE PROPERTY CONVEYED TO A.L. HENDERSON INC., BY DEED FROM JOSEPH MARTIN TRUSTEE, OF RECORD IN BOOK 1237, PAGE 589, SAID REGISTER'S OFFICE

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ERNEST F. UNDERWOOD AND WIFE CARRIE E. UNDERWOOD THEIR, heirs and assigns, forever, WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. EXCEPT AS HEREIN STATED.

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ERNEST F. UNDERWOOD AND WIFE CARRIE E. UNDERWOOD, heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE , the said ERNEST F. UNDERWOOD AND WIFE CARRIE E. UNDERWOOD do hereby transfer and convey unto ROSS V. DUNN , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.